

## Ohio Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **February 9, 2018**, by and between **First Federal of Lakewood** ("Landlord") and **City of Lakewood, Department of Police** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **14812 Detroit Ave, Suite 200 Lakewood, Ohio 44107**

Landlord makes available for lease a portion of the Building designated as **Suite 200** (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **March 1st, 2018** and ending **upon 180 day notice** by either party.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$1** per year, payable in annual installments of **\$1** per annum. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **14806 Detroit Ave, Lakewood, Ohio 44107** or at such other place designated by written notice from Landlord or Tenant.

### 3. Use

Lessee agrees to occupy, use, and maintain the Leased Premises and all appurtenances thereof in a careful, safe, proper, clean, and sanitary manner and condition at all times. Lessee shall not allow the Leased Premises to be used or occupied for any purpose or in any manner, and the Lessee shall not allow any substance, thing, or force to be brought into or upon the Leased Premises that will increase the risk of fire, casualty, or loss thereto, or that will increase the rate of insurance for the Leased Premises, beyond the risks and rate of insurance now associated with or in effect for the Leased Premises. Lessee shall at all times comply with all federal, state, and local statutes, laws, rules, regulations and ordinances applicable to Lessee and to the Leased Premises, and shall comply with all directions of lawful authority applicable to the Leased Premises. Without limiting the generality of the foregoing, Lessee shall comply with all fire, sanitation, and health requirements and inspections, and shall promptly furnish Lessor with copies of all inspections reports, citations, and notices applicable to the Leased Premises received by Lessee from any and all public authorities.

#### **4. Sublease and Assignment.**

Tenant shall not have the right to assign this Lease to any other entity.

#### **5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### **7. Property Taxes.**

Landlord shall pay, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Commercial general liability insurance, written on an occurrence form, with respect to the Leased Premises and the operations of the Lessee and any Sub-Lessees in, on or about the Premises, including insurance against assumed or contractual liability, with limits of not less than \$1,000,000 aggregate per occurrence for liability and property damage or such higher limits as are, from time to time, required by the Lessor or the Lessor's mortgagee. Such policy shall include, as named insured, the Lessor, the Lessor's manager, any mortgagee of the Lessor, and such other parties as the Lessor or the Lessor's mortgagee may direct.



B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

**9. Utilities.**

Landlord shall pay all charges for sewer, gas, electricity, and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Tenant is responsible for telephone, internet, and cable, installation and usage costs if any.

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Parking.**

Parking is not provided .

**13. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

#### **14. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right to elect by notice to Landlord to terminate this Lease as of the date of such damage. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **15. Force Majeure**

A. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

B. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

C. Landlord's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

D. Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### **16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.



17. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

18. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. **Successors.**

The provisions of this Lease shall not be extend to and will not be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

24. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

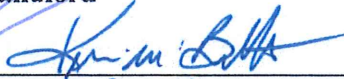
26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

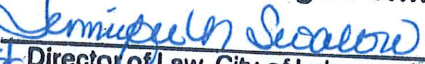
  
\_\_\_\_\_  
Landlord

2/22/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tenant By Kevin M. Butler, Law Director

2/21/18  
\_\_\_\_\_  
Date

Approved As To Legal Form:

  
\_\_\_\_\_  
Director of Law, City of Lakewood

Asst.

STATE OF OHIO )

COUNTY OF CUYAHOGA )

SS:

Before me, a notary public, personally appeared Paul Yorkievitz, the  
AVP of First Federal Lakewood, the  
Lessor in the foregoing Lease Agreement, who acknowledged the signing of the foregoing  
instrument to his free act and deed on behalf of the Lessor, for the uses and  
purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on  
the 22nd day of Feb, 2018.



Daniel Ang  
NOTARY PUBLIC

STATE OF Ohio )

COUNTY OF Cuyahoga )

SS:

Before me, a notary public, personally appeared Kevin M. Butler, the  
Law Director of City of Lakewood, the  
Lessee in the foregoing Lease Agreement, who acknowledged the signing of the foregoing  
instrument to his free act and deed on behalf of the Lessee, for the uses and  
purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on  
the 21st day of Feb, 2018.

Jennifer L. Swallow  
Notary Public

**Jennifer L. Swallow, Atty.**

**Notary Public**

**State of Ohio**

**My commission has no expiration date.**

**RC 147.03 O.R.C.**

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